

PET AGREEMENT  
(Becomes a part of Lease Contract)

**PLEASE NOTE:** Pets are a serious responsibility and risk for each Resident in the dwelling. If not properly controlled and cared for, pets can cause damages running into many hundreds of dollars for which the Resident may be held liable.

This agreement (**Pet Agreement**) is entered into this day \_\_\_\_ of \_\_\_\_\_, 2018. Pet & monthly fee has been waived under protected class. In consideration of their mutual promises, Management and Residents agree as follows:

1. **DWELLING UNIT DESCRIPTION:**

- 123 America Dr USA 12345
- **LEASE DESCRIPTION:** SF; Date of Lease \_\_\_\_\_ Resident

Such Lease will be referred to in this Pet Agreement as the "Lease".

2. **CONDITIONAL AUTHORIZATION FOR PET.** Residents are hereby authorized to keep a pet, which is described below, on the Premises of the above dwelling unit until the above-described Lease expires. Authorization may be terminated sooner if Residents' right of occupancy is lawfully terminated or if the pet rules listed below are violated in any way by Residents or Residents' guests or occupants. The Lease covering the Premises provides that no other pets are permitted on or about the Premises without Management's prior written consent. Any pet may be rejected by Management for any reason Management deems appropriate. Management reserves the right to deny an Application for Permission to have a Pet or Pet Agreement due to an animal, breed, or animal mixed with a breed with a history of aggressive behavior listed in Item 6 & 9 of this Agreement.

- Name of pet: \_\_\_\_ Type Canine \_\_\_\_ Color \_\_\_\_ Age: \_\_\_\_ Weight: \_\_\_\_
- Rabies license number: Expires \_\_\_\_\_
- Vet : \_\_\_\_\_
- Date of last flea/tick prevention \_\_\_\_\_
- Proof of treatment must be attached

3. **ADDITIONAL MONTHLY RENT. \$35.** The total monthly rent as stated in the Lease included this increased by the foregoing amount.
4. **ADDITIONAL PET FEE. \$350** Residents shall pay the foregoing amount as a one-time fee which is non-refundable, in order to have the pet in the dwelling. This fee shall be in addition to any increase in the security deposit or the monthly rent, above.
5. **NO LIMIT LIABILITY.** The additional monthly rent and/or additional security deposit under this Pet Agreement is not a limit on Residents' liability for property damages, cleaning, deodorization, defleaing, replacements and/or personal injuries as set forth in this agreement.
  - *Cleaning and Repairs.* Residents shall be jointly and severally liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement of such item. Pet odors and stains are "extraordinary damage" and NOT "normal wear and tear."
  - *Injuries.* Resident shall be strictly liable for the entire amount of any injury to any person or property caused by the pet, and shall indemnify Management for all costs of litigation and attorney's fees resulting from same.
6. **DESCRIPTION OF PET.** Only the following described pet is authorized to be kept in Residents' property. *NO substitutions are allowed.* No other pet (including offspring) shall be permitted on the premises by Residents or Residents' guests or occupants, at any time. **No visiting overnight pets allowed.** This prohibition includes birds, Bull Mastiffs, Bull Terriers, chinchillas, Chow Chows, Doberman Pinschers, ferrets, German Shepherds, Huskies, iguanas, insects, Malamutes, monkeys, Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers, or American Pit Bull Terriers), Pot-Bellied Pigs, rabbits, raccoons, Rhodesian Ridgebacks, rodents of any kind, Rottweilers, skunks, snakes or reptiles of any kind, Tarantulas, and Scorpions or spiders of any kind, weasels.
8. **HOUSE BORKEN:** Pets must be house broken.
9. **THE COMBINED WEIGHT OF ANY APPROVED PETS CONTAINED HEREIN MAY NOT EXCEED 15-25 POUNDS.**

10. **SPECIFICALLY, PROHIBITED BREEDS: THE FOLLOWING SPECIFIC BREEDS OF DOGS (OR DOGS MIXED WITH THESE BREEDS) ARE NOT PERMITTED.**

- *Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers, or American Pit Bull Terriers), Bull Terriers, Bull Mastiffs, German Shepherds, Huskies, Malamutes, Doberman Pinschers, Rottweilers, Chow Chows, and Rhodesian Ridgebacks. Dogs must be contained in an area so as not to interfere with any maintenance service which has been requested. No wild animals are permitted- such as birds, chinchillas, ferrets, fish, iguanas, monkeys, pot-bellied pigs, rabbits, raccoons, rodents of any kind, skunks, snakes or reptiles of any kind, tarantulas, scorpions or spiders of any kind, weasels.*

10. **SPECIFIC TYPES OF PETS.** The following rules apply to specific types of pets:

- **Dogs:** No adult dog, fully grown, will exceed 15-25 pounds on premise.
- Resident shall be responsible for all damage caused by violation of these rules.

11. **SPECIAL PROVISIONS.** The following special provisions shall control over any conflicting provisions of this printed form:

12. **PET RULES-** Residents are responsible for the actions of the pet at all times. Residents agree to abide by the following rules:

- **Nuisance.** Residents agree that a pet will not disturb the rights, comforts and conveniences of neighbors. Pet may not cause damage to the property.
- **Sanitary Problems.** Residents shall not permit their pet to defecate or urinate anywhere on the property, including dwelling units, patio areas, walkways, stairs. Resident shall be responsible for the immediate removal of waste in the dwelling or on the grounds and repair of any damage.
- Resident will have a sanitary waste remover, commonly called a "Pooper-Scooper" or "Pet Scooper", with them at all times and agrees to remove and properly dispose of any pet waste.
- Pets shall not be tied to any fixed object outside the dwelling unit, including patio areas, walkways, stairs, grassy areas, or any other part of the property. This does not apply in fenced yards (if any) which are for Residents' exclusive use.
- **Feeding of Pets.** Resident's pet must be fed and watered inside the dwelling. Owner or Owners' representative shall have the right to pick up unleashed pets and/or report them to the proper authorities. Owner shall impose reasonable charges for picking up and/or keeping unleashed pets. Residents agree to comply with all applicable

governmental laws and regulations (Leash Laws).

- **Identification.** Any identification issued name tag/rabies tag must be displayed at all times on pet collar.
- **If not leashed and under owners control when outdoors and/or becomes unruly, out of control, harms anyone and/or other animals, would be deemed a violation and tenant could be subject to eviction.**

\_\_\_\_\_ Initial \_\_\_\_\_ Date

13. **ADDITIONAL RULES.** Management shall from time to time have the right to make reasonable changes and additions to the above pet rules, if in writing and distributed to Resident who are permitted to have pets.
14. **VIOLATION OF RULES.** If any rule or provision of this Pet Agreement is violated by Residents or Residents' guests or occupants in the sole judgment of Management, Residents shall immediately (within forty-eight (48) hrs.) and permanently remove the pet from the premises upon written notice from Owner or Owner's representative; and Owner shall have all other rights and remedies set forth in the Lease, including damages, eviction and/or attorney's fees.
15. **LIABILITY FOR DAMAGES, CLEANING, ETC.** Residents/Occupant shall be jointly and severally liable for the entire amount of all damages caused by such pet and all cleaning, defleaing, and deodorizing required because of such pet. This applies to carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances and any other part of the dwelling unit, landscaping, or other improvements on the property. Payment for damages, repairs, cleaning, replacements, etc. shall be due immediately upon demand. Residents shall be strictly liable for the entire amount of injury to the person or property of others, caused by such pet; and Resident shall indemnify Owner for all costs of litigation and attorney's fees resulting from same.
- **PET DAMAGE OF ANY KIND IS NOT CONSIDERED NORMAL WEAR AND TEAR.**
16. **MOVE-OUT.** Upon move-out of Residents, **Resident shall pay for defleaing, shampoo, deodorization to protect future Residents from possible health hazards, regardless of how long the pet occupied the premises. Such, defleaing, shampoo and deodorization will be arranged for by Management.**

- 17. MULTIPLE RESIDENT. Each Resident who signed the Lease shall sign this pet agreement. Residents and Residents' guests or occupants shall abide by all pet rules. Each Resident shall be jointly and severally liable for damages and all other obligations set forth herein, even if such Resident does not own the pet.
- 18. GENERAL. Residents acknowledge that no other oral or written agreement exists regarding this Pet Agreement. Except for written rule changes pursuant to paragraph 12 hereof, Owner's representative has no authority to modify this Pet Agreement or the pet rules unless in writing. This Pet Agreement and the Pet Rules shall be considered as part of the Lease Contract described above. It has been executed in multiple copies, one for Residents and one or more for Owner.
- 19. Written notice regarding pet(s) to any one party on the Lease shall constitute notice to all parties on the Lease.

***\*Resident represents that pet is a domesticated dog is not vicious, and has not bitten attacked, harmed, or menaced anyone in the past. This agreement becomes a part of the Lease Agreement and any violation of the pet agreement is a breach of the Lease.***

**THIS IS A BINDING LEGAL DOCUMENT- READ CAREFULLY BEFORE SIGNING**

Resident or Residents Owner or Owner's Representative (All Tenant(s) must sign)

\_\_\_\_\_  
TENANT Date

\_\_\_\_\_  
TENANT Date

\_\_\_\_\_  
OWNER Date